

**INTERGOVERNMENTAL COMBINED DISPATCH
AND COMMUNICATION SYSTEM AGREEMENT**

THIS AGREEMENT, is entered into on the effective date hereinafter set forth, by and between the Village of Glenwood, an Illinois municipal corporation, ("Glenwood"), the Village of Hazel Crest, an Illinois municipal corporation, ("Hazel Crest"), the Village of Homewood, an Illinois municipal corporation, ("Homewood"), and the Village of Flossmoor, an Illinois municipal corporation, ("Flossmoor"), (hereinafter collectively referred to as the "Participating Municipalities"), to provide for the joint and cooperative establishment of a combined dispatch and communication system pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the Emergency Telephone System Act, (50 ILCS 750/1 *et seq.*).

RECITALS:

WHEREAS, the Participating Municipalities have determined that there exists a need for a centralized emergency services dispatch and communication system which will provide for more efficient dispatch and communication capabilities within and among the Participating Municipalities and which will otherwise provide for the health, safety and welfare of the residents of the Participating Municipalities; and

WHEREAS, the Participating Municipalities have determined that joint action is the most efficient and effective means to meet that need and is in the best interests of each of the Participating Municipalities and their residents; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and Section 220/1 *et seq.* of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize two or more units of local government to contract to share services and to exercise, combine or transfer any power or function common to them; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act, (50 ILCS 750/1 *et seq.*) authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a Joint Emergency Telephone System Board; and

WHEREAS, it is the desire of the Participating Municipalities to jointly establish, maintain and operate a centralized combined dispatch and communication system; and

WHEREAS, the respective Corporate Authorities of the Participating Municipalities have authorized and directed the execution of this agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and upon the further consideration stated in the foregoing Recitals, it is hereby agreed by, between and among the Participating Municipalities as follows:

ARTICLE I – E-COM ESTABLISHED

1.0. Creation; purpose; incorporation of recitals.

The Participating Municipalities hereby establish a co-operative venture for the joint and mutual operation of a centralized dispatch and communication system, to be known as E-COM for the purpose of providing facilities, equipment, personnel, software, data processing and all other services necessary or incidental to: (1) the provision of emergency and/or municipal dispatch and communications services to its members; and (2) the effectuation of this agreement.

The foregoing recitals are a material part of this Agreement and shall be incorporated in this section as if they were fully set forth herein.

1.1. Effective date.

This intergovernmental agreement ("Agreement") shall be effective only after each of the Participating Municipalities has properly and legally passed, approved and published in pamphlet form an ordinance agreeing to be bound by the terms of this intergovernmental agreement and executed this

Agreement. Prior to execution of this Agreement, each Participating Municipality shall deliver to all other Participating Municipalities a certified copy of a duly enacted ordinance authorizing and directing the execution of this Agreement. This Agreement shall be deemed null and void and not binding upon any party if the Villages of Glenwood, Hazel Crest, Homewood, and Flossmoor have not all passed and approved the ordinance necessary to approve of this intergovernmental agreement by December 30, 2004.

ARTICLE II – Board of Directors

2.0. Composition.

There is hereby established a Board of Directors of E-COM (hereinafter referred to as the “Board”) which shall consist of:

- (1) The elected or appointed Mayor or President of each Participating Municipality or his/her designee which designee shall be either an elected Trustee or the Administrator/Manager of the Participating Municipality. Each Mayor or President shall identify their authorized designee to the Board of Directors in writing and may from time to time amend their designee only by written communication to the Board of Directors, and
- (2) One public safety representative from each Participating Municipality that is employed by the Participating Municipality in the service of either its police or fire department. Each Participating Municipality shall appoint its one public safety representative by a written resolution of its Corporate Authorities which resolution shall be transmitted to and kept on file by the Board of Directors and honored until such time as the Participating Municipality serves the Board of Directors with a resolution appointing a new public safety representative, and
- (3) One public representative. The one public representative shall be appointed by the Mayor or President of a Participating Municipality on a rotating basis in the order set forth in the following alphabetical list:

1 st appointment (2005)	Flossmoor
2 nd appointment (2006)	Glenwood
3 rd appointment (2007)	Hazel Crest
4 th appointment (2008)	Homewood

The appointing Mayor/President shall notify the other members of the E-COM Board in writing of the identity of the appointment. The first appointment made by Flossmoor shall be made prior to the first meeting of the E-COM Board of Directors. Each public representative shall serve until February 1st of the next year following his/her appointment at which time the next Participating Municipality in the above alphabetical list shall make the next

appointment. In the event the next participating Municipality fails to make an appointment within 30 days, the existing public representative shall continue to serve until his/her successor is appointed. If an additional Participating Municipality joins E-COM, their name shall be inserted at the end of the above list with their turn to appoint the public representative being governed by their location on the above list. When the last Municipality on the list has had an opportunity to appoint the public representative, the right to appoint the next public member shall return to the top of the list.

2.1. Chair, Vice-chair and Secretary.

The Board shall, at its initial meeting and thereafter at its annual meeting, elect one of its members to serve as the Chair, Vice-Chair and Secretary whose terms shall run until a successor is elected at the next annual meeting. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon him by the Board and this Agreement. In the absence of the Chair or in the event of the Chair's refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and when so acting shall have all the powers of and be subject to all the restrictions placed upon the Chair.

The Secretary shall:

- a) Take and keep the minutes of the Board meetings in a book provided for that purpose; and
- b) See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and
- c) Be custodian of the records of E-COM and perform all duties incident to the office of Secretary, and such other duties as may from time to time be assigned by the Board of Directors.

In the absence of the Secretary, the Board of Directors shall elect a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

2.2. Meetings of the Board of Directors.

(a) The Board of Directors shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting at which time the Chair, Vice-chair and Secretary

shall be elected. Other business may also be considered at the annual meeting. The Board shall regularly meet at least twice each year or more frequently as deemed necessary by the Board.

(b) All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the Open Meetings Act of the State of Illinois (5 ILCS 120/1 et seq.) Special meetings of the Board may be called by the Chair or any two (2) members, provided that at least 48 hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

(c) To the extent not contrary to this Agreement, Robert's Rules of Order shall govern the conduct of all meetings of the Board until the Board establishes its own rules of proceeding.

(d) No Board member shall receive any compensation for serving as a Board member.

2.3. Quorum.

A quorum for the transaction of all business by the Board shall consist of a majority of the Board.

2.4. Voting requirements.

Except as otherwise provided for in this agreement, a majority vote of the Board of Directors shall be necessary for the Board of Directors to act. Each Board Member shall have one vote. A Board member must be in physical attendance to cast a vote. No proxy votes or absentee voting shall be permitted. If any Board member fails to retain the status necessary to serve on behalf of the Participating Municipality that he/she represents on the Board of Directors, then the Participating municipality may, by written resolution served upon the Board of Directors, designate an otherwise qualified representative to serve on the Board of Directors until a successor is duly appointed and qualified.

ARTICLE III – Powers of the Board of Directors

3.0. Powers.

(a) The Board of Directors shall have all powers that are necessary or incidental to the establishment and operation of a joint emergency dispatch and communications center serving each of the participating Municipalities, including but not limited to:

1. All powers conferred upon Emergency Telephone System Boards under the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.*, including any future amendments to said statute;
2. The Board shall determine the general policy of E-COM;
3. The Board shall approve any new members;
4. Receiving monies from any surcharge imposed by any one of the Participating Municipalities pursuant to the Emergency System Telephone Act, 50 ILCS 750/1 *et seq.*, including any future amendments to said statute;
5. Authorization of the disbursement of the Emergency Telephone System Fund account in accordance with section 15.4 of the Emergency System Telephone Act, 50 ILCS 750/1 *et seq.*, including any future amendments to said statute;
6. The purchase or lease of facilities for the services to be provided under this Agreement;
7. The hiring, discipline, and termination of a Director whenever in its judgment the best interests of the E-COM would be served thereby;
8. The purchase of equipment or of public works pursuant to the public bidding provisions of the Illinois Municipal Code including any future amendments to said statute. Public notice and competitive bids shall not be required for any contract which any one party to the Agreement could by law enter into without public notice and competitive bid;
9. The hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act, 50 ILCS 510/.01 *et seq.*, including any future amendments to said statute;
10. Contracting with consultants, auditors, and attorneys;
11. Approval of annual budget and capital equipment fund for the implementation and operation of the system by a 2/3rds vote of the Board of Directors;
12. To approve a five-year projection of capital equipment needs and costs by a 2/3rds vote of the Board of Directors;

13. Contract with other entities, organizations or units of government for the use of the E-COM facilities, equipment and services and to approve appropriate rules and charges therefore;
14. To in its own name make and enter into contracts, to accept contributions, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, to sue or be sued to enforce its contracts, liabilities and the duties owed it;
15. To contract for the purchase of insurance, employee benefits and otherwise undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement;
16. To reallocate budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions;
17. To determine and approve all the contributions due from all the Participating Municipalities;
18. To approve increases in any capital or operating budget that is attached to this Agreement or has otherwise been approved by the Board as well as any increased contributions resulting from any increase in capital or operating budget by a 2/3rds vote of the Board of Directors when deemed necessary to further the purposes of the system;
19. To determine and approve any revisions in the data used or the methodology for calculating each Participating Municipalities share of E-COM's operating costs when authorized by the terms of this Agreement by a 2/3rds vote of the Board of Directors.

(b) The Board of Directors shall in all cases exercise its powers in a manner that complies with the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.*, all administrative regulations enacted in furtherance of said Act, and any subsequent amendments to said Act or regulations.

3.1. Prohibited actions.

E-COM shall not have the power of eminent domain or the power to levy taxes.

ARTICLE IV – Finances

4.1. Fiscal year.

E-COM's fiscal year shall be from May 1st to April 30th of the next year.

4.2. Capital Implementation Budget.

The Capital Implementation Budget for the initial costs related to the building and implementation of an operational joint centralized dispatch and communication system as contemplated by this Agreement is set forth in Exhibit A to this Intergovernmental Agreement. The Board of Directors shall undertake their best efforts to establish an operational joint centralized dispatch and communication system serving the Participating Municipalities by July 1, 2005.

4.3. Allocation of initial capital costs.

(a) The Capital Implementation costs as outlined in the budget attached as Exhibit A shall be equally split between the four Participating Municipalities. Each Participating Municipality shall make its payment to E-COM on or before January 1, 2005.

(b) If, after the date upon which the joint centralized dispatch and communication system serving the Participating Municipalities is operational, there exists unspent funds in the Capital Implementation Budget, said funds shall be allocated to the Capital Equipment Fund.

4.4. Capital Equipment Fund.

(a) There shall be created a Capital Equipment Fund for the purpose of meeting the future capital equipment needs of E-COM. The Capital Equipment Fund shall not be used to pay for operational expenses. In the event of a dispute as to whether a cost is an operational cost or a capital cost, the dispute shall be decided by a majority of the Board of Directors. Based upon input from the Director and any Operating Committees, the Board of Directors shall, by a 2/3rds vote, approve a five-year projection of capital equipment needs and anticipated costs in January 2005 and in each January thereafter. Based on the most current approved five-year projection of capital equipment needs and anticipated costs, at least twenty percent (20%) of the unfunded balance of the approved five year capital equipment cost projection shall be chargeable to the Participating Municipalities and pro-rated among them based upon the same formula that is used to allocate Operating Costs. These costs shall be payable on or before June 1 of each

year. However, by a 2/3rds vote of the Board of Directors, the percentage of the unfunded balance of the most recently approved five-year capital equipment cost projection chargeable to the Participating Municipalities may be reduced to no lower than five percent (5%) or increased to no higher than fifty percent (50%).

(b) The approved five-year projection of capital equipment needs and anticipated costs and the Board of Director's determination of the amounts due for the Capital Equipment Fund from each Participating Municipality shall be forwarded to the Mayor/President of each Participating Municipality and the Administrator/Manager of each Participating Municipality immediately upon its approval by the Board of Directors in January.

4.5. Allocation of Operations Costs.

(a) For the period from the effective date of this Agreement to the end of the fiscal year in April 30, 2007, the percentage allocation of E-COM's operations costs chargeable to each Participating Municipality shall generally be determined by averaging the following percentages for each Participating Municipality:

- (1) The percentage number equal to the number of Fire/EMS calls received by each Participating Municipality divided by the total number of Fire/EMS calls received by all the Participating Municipalities for the previous calendar year; and
- (2) The percentage number equal to the number of full time equivalent police officers for each Participating Municipality divided by the total number of full time equivalent police officers for all the Participating Municipalities for the previous calendar year.

A start up Operations budget for the period from the inception of this Agreement to April 30, 2006 is attached as Exhibit B to this agreement. This Exhibit includes a chart establishing the respective contribution amounts due for each Participating Municipality and includes the amount of each Participating Municipality's contribution. In the event the number of Participating Municipalities changes prior to the end of the fiscal year on April 30, 2007 or, in the event E-COM provides services to other entities on a fee for service basis, then the methodology used to calculate each Participating

Municipality's percentage share of E-COM's operating costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board of Directors by a 2/3rds vote.

(b) For fiscal year beginning May 1, 2007 through April 30, 2008, and all subsequent fiscal years, the percentage of E-COM's total operations costs chargeable to each Participating Municipality will be based on the ratio of the total number of fire/EMS and police calls received for each Participating Municipality to the total number of fire/EMS and police calls received by E-COM for the previous calendar year. In the event the number of Participating Municipalities changes or, in the event E-COM provides services to other entities on a fee for service basis, then the methodology used to calculate each Participating Municipality's percentage share of E-COM's operating costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board of Directors by a 2/3rds vote.

(c) The amounts due pursuant to this section shall be payable to E-COM on a quarterly basis beginning February 1, 2005 or at such other date to be determined by the Board of Directors. In the event the number of Participating Municipalities changes or, in the event E-COM provides services to other entities on a fee for service basis, then the methodology used to calculate each Participating Municipality's percentage share of E-COM's operating costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board of Directors by a 2/3rd vote.

4.6. Treasurer.

(a) The treasurer, the chief financial officer, the finance director or any of their functional equivalents of either Glenwood, Flossmoor, Hazel Crest, or Homewood, as designated by the Board of Directors from time to time, shall be the Treasurer of E-COM, the custodian of all funds received by E-COM and shall maintain the financial records for E-COM. Funds shall only be invested in the same

manner that the law allows for the investment of municipal funds. All E-COM funds shall be deposited in such banks, trust companies or other depositories as the Board may designate.

(b) All monies received by the Board pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3 shall be deposited into a separate interest-bearing Emergency Telephone System Fund account. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from the Emergency Telephone System Fund except upon direction of the Board of Directors. All expenditures from the Emergency Telephone System Fund shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (50ILCS 750/15.4).

4.7. Donated Equipment.

If any Participating Municipality dedicates property to E-COM and the Board of Directors of E-COM accepts said dedication, then the dedicating Municipality may receive a credit against any amounts it owes under Section 4.4 of this Agreement. The amount of the credit shall be determined by the Board of Directors. The amount of any credit granted under this Section by the Board of Directors shall only be effective after the donated equipment is successfully installed and determined to be operational.

4.8. Credit for Surcharge payments.

Each Participating Municipality shall forward any and all payments it receives after the effective date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act to E-COM. All surcharge funds imposed pursuant to Section 15.3 of the Emergency Telephone System Act that are received by reason of the surcharge imposed by a Participating Municipality shall be credited to the account of the Participating Municipality that imposed the surcharge. Surcharge funds received by a Participating Municipality imposed pursuant to Section 15.3 of the Emergency Telephone System Act prior to the effective date of this Agreement may be used to pay any amounts owed by the Municipality to E-COM provided the payment is in compliance with Section 15.4

of the Emergency Telephone System Act and the Participating Municipality's ordinances. In the event Surcharge funds received by a Participating Municipality prior to the effective date of this Agreement are paid to E-COM, the Participating Municipality shall advise E-COM of this fact at the time the payment is made so that E-COM can deposit said funds into its Emergency Telephone System Fund. (50 ILCS 750/15.4).

4.9. Audits.

The Board shall cause an annual audit of the financial affairs of E-COM to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local government entities. The annual audit report shall be delivered to the chief financial officer of each Participating Municipality.

4.10. Late payments.

Late payments due E-COM shall accrue interest at the rate of 1% per month beginning 10 days after payment is due.

4.11. Transfer of surcharge funds held in each individual Participating Municipality's Emergency Telephone System Account

Within 30 days after the date that E-COM certifies that it is fully operational or within 30 days after E-COM certifies that it is serving a new Participating Municipality, each Participating Municipality shall authorize an ordinance that effectively transfers all the surcharge funds it received pursuant to Section 15.3 of the Emergency Telephone System Act that it still holds to E-COM. All such funds received by E-COM shall be credited to the account of the Participating Municipality against any amounts that are owed or that may be owed to E-COM in the future. In addition, within the same time frame each Participating Municipality shall pass an ordinance suspending the operation of its individual Emergency Telephone System Board for so long as the Participating Municipality is a member of E-COM.

ARTICLE V – 911 OPERATING COMMITTEE

5.0. Composition.

There is hereby established a 911 Operating Committee of E-COM, which shall be organized and consist of the following representatives: (1) one representative from the police department of each Participating Municipality; (2) one representative from the fire department of each Participating Municipality; and (3) the E-COM Director. Each Participating Municipality shall choose its police and fire representatives by written resolution of the Corporate Authorities and forward said resolution to E-COM.

5.1. Chair, Vice-Chair and Secretary.

The 911 Operating Committee shall, at its initial meeting and thereafter at its annual meeting, elect one of its members to serve as the Chair, Vice-Chair and Secretary whose terms shall run until a successor is elected at the next annual meeting. The Chair shall preside over all meetings of the 911 Operating Committee. In the absence of the Chair or in the event of the Chair's refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and when so acting shall have all the powers of and be subject to all the restrictions placed upon the Chair. The Secretary shall:

- a) Take and keep the minutes of the meetings in a book provided for that purpose; and
- b) See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and
- c) Be custodian of the records of the 911 Operating Committee and perform all duties incident to the office of Secretary, and such other duties as may from time to time be assigned.

In the absence of the Secretary, the 911 Operating Committee shall designate a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

5.2. Meetings of the 911 Operating Committee.

(a) The 911 Operating Committee shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting at which time the Chair, Vice-chair and Secretary shall be elected. Other business may also be considered at the annual meeting. The 911 Operating Committee shall regularly meet as often as deemed necessary.

(b) Special meetings of the 911 Operating Committee may be called by the Chair, by the E-COM Director, or any four (4) members, provided that at least 48 hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

(c) To the extent not contrary to this Agreement, Robert's Rules of Order shall govern the conduct of all meetings of the 911 Operating Committee until the 911 Operating Committee establishes its own rules of proceeding.

(d) No 911 Operating Committee member shall receive any compensation for serving as a 911 Operating Committee member.

5.3. Quorum.

A quorum for the transaction of all business by the 911 Operating Committee shall consist of a majority of 911 Operating Committee.

5.4. Voting requirements.

Except as otherwise provided for in this agreement, a majority vote of the 911 Operating Committee shall be necessary for the 911 Operating Committee to act. Each 911 Operating Committee member shall have one vote. A 911 Operating Committee member must be in physical attendance to cast a vote. No proxy votes or absentee voting shall be permitted. If any member fails to retain the status necessary to serve on behalf of the Participating Municipality that he/she represents on the Board of

Directors, then the Participating Municipality may by written resolution forwarded to the 911 Operating Committee designate an otherwise qualified representative to serve on the 911 Operating Committee until a successor is duly appointed and qualified.

5.5. Powers and duties of the 911 Operating Committee.

The 911 Operating Committee shall make recommendations to the Director and the Board of Directors concerning the establishment and operation of a joint emergency dispatch and communications center serving each of the Participating Municipalities. The 911 Operating Committee shall review, consider and make recommendations to the Director and the Board of Directors on matters which include but are not necessarily limited to:

- a. The planning and establishment of a joint 9-1-1 dispatch system serving the Participating Municipalities;
- b. The implementation, upgrading and maintenance of a joint dispatch and communication system and the establishment of equipment specifications and coding systems;
- c. The planning and establishment of a joint public works communications system serving the Participating Municipalities including provisions for call outs and the receipt and communication of public works alarms;
- d. The establishment of standard operating practices and procedures for the joint dispatch and communication system;
- e. The purchase or lease of facilities for the services to be provided under this Agreement;
- f. Establishment of employment policies and staffing requirements;
- g. The purchase of equipment.
- h. Establishment of budgets for the implementation and operation of the system and ten-year projections of capital equipment needs and anticipated costs.

All recommendations of the 911 Operating Committee must be approved by the Board of Directors before being implemented.

ARTICLE VI – DIRECTOR

6.0. Creation of position.

The Board of Directors shall hire a full time Director to serve as the administrative head of E-COM. The Director shall be responsible for the day-to-day operations of E-COM and shall report directly to the Board of Directors and the 911 Operating Committee.

6.1. Director's Duties.

Subject to the policies established by the Board of Directors, and within the limits fixed by an approved budget, the Director shall oversee and direct the daily operating affairs of E-COM. The Director's duties shall also include:

- a) To enforce, to administer, and make operative the policies of E-COM as established by the Board of Directors and 911 Operating Committee;
- b) Attendance at all meetings of the Board of Directors and all meetings of the 911 operating Committee;
- c) Preparation of draft budgets on an annual basis and annual projections of capital equipment needs and anticipated costs for the next five years;
- d) Calculation of each Participating Municipality's share of the Capital Equipment Costs and Operational Costs due E-COM;
- e) Timely submission of invoices to the Participating Municipalities setting forth the payments due;
- f) Monitoring E-COM's budget and the submission of regular reports to the Board of Directors comparing actual expenditures with budgeted expenditures;
- g) Making recommendations to the Board of Directors concerning the implementation, operation, and staffing of E-COM;
- h) To appoint, evaluate, promote, demote, or remove employees of E-COM pursuant to the approved E-COM budget and in accord with the policies and procedures of the agency;
- i) Receive and consider input from the 911 Operating Committee concerning the implementation and operation of E-COM;
- j) Implement the direction and policies approved by the Board of Directors including the coordinating and supervision of the implementation, upgrading and maintenance

of the joint dispatch and communication system serving the Participating Municipalities;

- k) Assist the 911 Operating Committee in the establishment of standard operating practices and procedures for the joint dispatch and communication system; and
- l) Undertake any other duties as directed by the Board of Directors.

6.2. Expenditure of funds.

The Director shall have the authority to expend funds on behalf of E-COM to purchase budgeted services, equipment and supplies in an amount not to exceed \$5000.00. However, in the event of an emergency that jeopardizes E-COM's continued ability to operate, the Director shall have the authority to expend up to \$10,000.00 after first giving notice to the Chair of the Board of Directors and the Chair of the 911 Operating Committee.

6.3. Director's offices.

The Directors offices shall be in the same facility as the dispatch center.

ARTICLE VII – PERSONNEL

7.0. E-COM personnel.

The Board of Directors shall determine the number and job descriptions of persons employed by E-COM. All employees shall be solely employees of E-COM and not employees of any Participating Municipality. E-COM shall provide health insurance benefits and such other benefits deemed advisable by the Board of Directors. The Board of Directors shall apply to the Illinois Municipal Retirement Fund to request that the employees receive the benefits provided by said fund.

ARTICLE VIII – INSURANCE

8.0. Required Insurance Coverages.

The Board of Directors shall procure and maintain insurance during the term of this Agreement usually held by public entities including but not limited to: (1) workers' compensation and employer's liability coverages; (2) property insurance coverages sufficient to cover the replacement value of E-COM's equipment, facilities, software, joint dispatch building, and other assets; (3) public liability coverages with limits of liability of at least five million dollars or in such greater amounts deemed

advisable by the Board of Directors. E-COM's liability insurance shall cover all the agents and employees of E-COM, the members of E-COM's Board of Directors and the 911 Operating Committee in connection with any alleged acts or omissions in connection with their lawful activities on behalf of E-COM. The Participating Municipalities shall be named as additional insureds on all public liability coverages. The Board of Directors may choose to provide the coverages required herein or any other coverages deemed advisable by the Board of Directors, in whole or in part, through E-COM's participation in an intergovernmental self-insured risk pool.

ARTICLE IX – ADDITIONAL MEMBERS

9.0. Eligibility.

All municipalities, fire protection districts and other units of local government, as well as other providers of public safety services, which have a responsibility for the provision of life-safety services and other public safety services and which are enabled by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth are eligible to join E-COM as provided herein.

9.1. Approval of new members.

Upon approval as required herein, a new member shall have all the rights and obligations of a Participating Municipality under this Agreement. Approval of a new member shall be contingent upon each of the following:

1. Execution of this Agreement;
2. Delivery to E-COM of a certified copy of a duly enacted ordinance in proper form authorizing and directing execution of the Agreement, and further agreeing to be bound by this Agreement, as amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of E-COM;
3. Payment to E-COM for a portion of the capital costs incurred in the establishment of E-COM as determined by the Board of Directors. The amount of such costs received shall be credited to those Participating Municipalities that incurred the capital costs in accordance with 4.4 of this agreement;
4. Timely payment of such fees or amounts as may be determined by the Board of Directors;

5. The Board of Director's determination that E-COM could adequately serve the new member;
6. Approval by a two-thirds vote of the Board of Directors.

ARTICLE X - WITHDRAWAL, TERMINATION AND DISSOLUTION

10.0. Withdrawal.

A Participating Municipality may at any time after twenty four (24) months after the effective date of the Agreement, give written notice of its intent to withdraw from E-COM. The non-payment of cost-sharing charges within 30 days of notice by E-COM as set forth herein, or the refusal or failure of any Participating Municipality to be bound by any obligation of E-COM shall constitute notice of withdrawal. Withdrawal may be made subject to any or all of the following conditions in the sole discretion of the Board:

1. Withdrawal shall not take effect for one (1) calendar year from the date of such notification or until the withdrawing Municipality has obtained approval from the Illinois Commerce Commission to utilize an alternative method to provide dispatch services, whichever is later.
2. Upon withdrawal, the withdrawing Member shall continue to be responsible for:
 - a. Its share of all costs through the effective date of its withdrawal; and
 - b. Any contractual obligations it has signed separately with E-COM.

If the withdrawal results in termination of the Agreement, then the withdrawing Member shall participate in the termination of the Agreement and the dissolution of E-COM as set forth herein.

10.1. Termination and Dissolution.

If the Board of Directors determines that the withdrawal of a Participating Municipality reduces the number of Participating Municipalities to less than that feasible to keep E-COM operational, or upon the vote of two-thirds of the Board of Directors to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board of Directors. Upon such termination, and after payment of all debts, all assets and liabilities of E-COM, remaining funds shall be distributed among those

Participating Municipalities who were active members of E-COM during the one (1) year prior to such termination, in proportion to their respective payments to E-COM during the preceding five (5) years.

ARTICLE XI - CONTRACTS, LOANS, CHECKS AND DEPOSITS

11.0. Execution of Contracts.

The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of E-COM, and such authority may be general or confined to specific instances.

11.1. Loans.

No loans shall be procured on behalf of E-COM and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution of the Board of Directors and in accordance with applicable law. Such authority may be general or confined to specific instances.

11.2. Payments.

All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of E-COM, shall be signed by the E-COM Treasurer and either the Director, a member of the Board of Directors or a member of the 911 Operating Committee as shall from time to time be determined by written resolution of the Board of Directors; provided, however, that at least two (2) signatures and no more than two (2) signatures must be required on any check, draft, or order of payment.

ARTICLE XII - INDEMNIFICATION

12.0. Indemnification of agents.

E-COM shall indemnify, defend and hold harmless any person who was or is made a party to a pending or completed action, suit or proceeding by reason of the fact that he/she is or was a director, officer or agent of E-COM, against and from any expenses (including reasonable attorneys' fees),

15.0. If E-COM must answer an emergency call for a non-member agency (with the exception of the Cook County Sheriff) which entails a forwarding transfer, a charge shall be assessed and billed to that agency in an amount per transferred call to be determined by the Board of Directors. Bills will be generated on a monthly basis. E-COM will seek to collect any unpaid bills. Any Cook County PSAP that may have their 9-1-1 calls transferred to E-COM due to PSAP emergencies, phone line system malfunctions, 9-1-1 calls placed by wireless telephones or any other situation that the PSAP cannot control, shall not be charged by E-COM for the transfer.

ARTICLE XV - OUT OF SYSTEM TRANSFER FEE

14.0. Any Fire Department or Fire Protection District or other fire service entering into the Agreement shall be responsible for the cost associated with the dispatching of any Mutual Aid Box Alarm System.

ARTICLE XIV - MUTUAL AID BOX ALARM SYSTEM DISPATCHING

13.0. Subject to E-COM's capabilities, each Participating Municipality may receive emergency public works and/or administrative emergency dispatching services from E-COM at no additional cost provided, however, that the requesting Participating Municipality shall bear the cost of any additional equipment necessary to facilitate such service.

ARTICLE XIII - PUBLIC WORKS/ESDA/ADMINISTRATIVE DISPATCHING

judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, if he/she acted in good faith on behalf of the interests of E-COM. The determination of whether an individual acted in good faith on behalf of the interests of E-COM shall be made by a majority vote of a quorum of the Board of Directors. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law.

ARTICLE XVI - MISCELLANEOUS

16.0. Limitation of Liability.

The liabilities, contracts, obligations, debts and property of E-COM shall not be considered in any way a liability, contract, obligation, debt or property of the individual Participating Municipalities which together form E-COM.

No officer, agent, employee or director of E-COM shall have any authority under this paragraph to extend the contractual liability of any party hereto in any manner not approved by the Board of Directors. .

16.1. Member Equipment.

Each Participating Municipality shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Municipality and not a benefit to E-COM as a whole. Examples of such unique equipment include, but are not limited to, squad car, ambulance and fire equipment radios, wireless phones and pagers. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by a Participating Municipality or by E-COM shall be resolved by the Board of Directors.

16.2. Amendment.

This Agreement may not be amended, except by written agreement duly authorized and adopted by the Corporate Authorities of each Participating Municipality.

16.3. Duration.

This Agreement and E-COM shall continue in effect until terminated as provided herein.

16.4. Remedies.

Since the purpose of this Agreement is to provide communications services on an ongoing basis, money damages or termination of the Agreement will not be an adequate remedy in the event of a default.

Accordingly, the parties explicitly agree that any one or more parties hereto aggrieved by the default hereunder of any one or more other parties shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this paragraph shall be construed to deprive an aggrieved party of any remedy afforded by law.

16.5. Assignment.

The rights or obligations of each Participating Municipality under this Agreement may not be transferred.

16.6. Severability.

If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or of any other part.

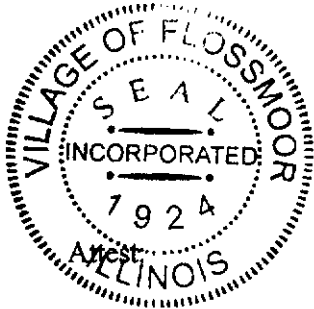
16.7. Notices.

Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, to the address or addresses of the parties administrative offices..

16.8. Headings.

Section headings and titles are descriptive only and do not in any way limit or expand the scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates set forth below. This Agreement may be executed in duplicate originals.



Pamela S. Nixen
Village Clerk, Flossmoor

Village of Flossmoor
Roy S. Soudell /Date: 12/22/04
Mayor/President, Flossmoor

Village of Flossmoor

_____/Date: _____
Mayor/President, Flossmoor

Attest:

Village Clerk, Flossmoor

Village of Glenwood

Joanne P. Maggi /Date: 12-7-04
Mayor/President, Glenwood

Attest:

[Signature]
Village Clerk, Glenwood

Village of Hazel Crest

_____/Date: _____
Mayor/President, Hazel Crest

Attest:

Village Clerk, Hazel Crest

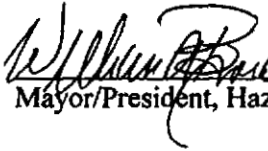
Village of Homewood

_____/Date: _____
Mayor/President, Homewood

Attest:

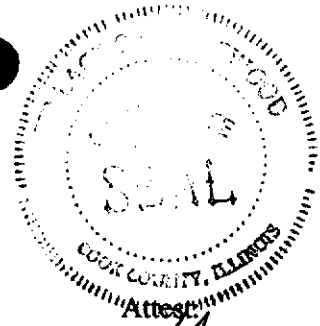
Village Clerk, Homewood

Village of Hazel Crest

 /Date: 12/14/04
Mayor/President, Hazel Crest

Attest:


Village Clerk, Hazel Crest



Village of Homewood

 /Date: 12/30/04
Mayor/President, Homewood

Attest:


Village Clerk, Homewood